

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

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INFINITY CAPITAL LLC, *et al.*,

Plaintiffs,

vs.

FRANCIS DAVID CORPORATION,

Defendant.

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Case Nos. 1:18-cv-2422  
1:18-cv-2423

OPINION & ORDER  
[Resolving Doc. [63](#)]

JAMES S. GWIN, UNITED STATES DISTRICT JUDGE:

In this contract dispute, the Court granted judgment for Plaintiffs Infinity Capital, LLC and John Paul Golino.<sup>1</sup> Defendant Francis David Corporation now moves to stay that judgment pending appeal.<sup>2</sup>

Federal Rule of Civil Procedure 62(b) allows a stay as of right once the losing party posts a satisfactory supersedeas bond.<sup>3</sup> Unsurprisingly,<sup>4</sup> Plaintiffs also take issue with the bond's language.

They argue that, in several ways, the bond is deliberately vague regarding the surety's obligation to pay, arguably opening unnecessary issues to potentially allow the surety to evade responsibility. The Court agrees that, at a minimum, the language invites further conflict. While the Court finds the proposed bond's amount sufficient, its language should mirror the one posted in *KCI USA, Inc. v. Healthcare Essentials, Inc.*<sup>5</sup>

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<sup>1</sup> Docs. [59](#), [61](#), [62](#).

<sup>2</sup> Doc. [63](#). Plaintiffs oppose. Doc. [65](#).

<sup>3</sup> *Fed. R. Civ. P. 62(b); Arban v. W. Pub. Corp.*, 345 F.3d 390, 409 (6th Cir. 2003).

<sup>4</sup> For the blissfully unfamiliar, this multi-million-dollar case hinged largely on a few murky contract clauses.

<sup>5</sup> Motion to Stay, *KCI USA, Inc. v. Healthcare Essentials, Inc.* No. 1:14-cv-549 (N.D. Ohio Sept. 28, 2018), ECF No. 440-2.

For the foregoing reasons, the Court **DENIES** Defendant's motion to stay without prejudice to Defendant's opportunity to file a substitute bond.

IT IS SO ORDERED.

Dated: August 20, 2019

s/ James S. Gwin  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE